

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
YAVAPAI COUNTY

THIS AGREEMENT is entered into 22 January, 2003,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State")
and YAVAPAI COUNTY, acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-951 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State and the County desire to participate in the design, construction and maintenance of a new warranted traffic signal at the intersection of SR-69 @ Bradshaw Mountain Road (MP 282.3), at an estimated total cost of \$201,792.00, hereinafter referred to as the Project, for the safety and benefit of the traveling public. The parties hereto agree the State shall be the lead agency for the Project.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 25751
Filed with the Secretary of State
Date Filed: 01/22/2003
Janice K. Brewer
Secretary of State
By: Vincent Graenewald

II. SCOPE OF WORK

1. The State will:

a. Prepare to State standards, design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate or resolve County review comments.

b. Call for bids and award one or more construction contract(s) for the Project. Administer same and make all payments to the contractor(s). Be responsible for fifty five percent (55%) of the cost of the traffic signal, in an amount currently estimated at \$99,000.00, and for its proportionate share of any Project cost increases, and for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

c. Invoice the County for its share of the cost of the project, in an amount currently estimated at \$81,000.00.

d. Upon completion and acceptance of the Project by the State, provide maintenance to the signal, all at State expense.

1. The County will:

a. Review the design documents and provide comments.

b. Be responsible for forty five percent (45%) of the cost of the Project, in an amount currently estimated at \$81,000.00, and for its proportionate share of any cost increases, and for any contractor claims for extra compensation due to delays or whatever reason attributable to the County.

c. Reimburse the State for the County's share of the cost of the project, in an amount currently estimated at \$81,000.00, within 30 days after receipt and approval of an invoice.

d. Upon completion, approve and accept the signal project on behalf of the parties hereto, and provide electrical energy to operate the signal, all at County expense.

e. Grant the State perpetual right of entry access outside the State right-of-way as required to perform maintenance of the signal and ancillary equipment.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project and reimbursements; provided, however, that this agreement, except any provisions for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the advertisement of the Project construction contract, with sixty days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract

5. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Yavapai County
County Manager
1015 Fair Street
Prescott, AZ 86301

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YAVAPAI COUNTY
Board of Supervisors

STATE OF ARIZONA
Department of Transportation

By 
LORNA D. STREET
Chairman of the Board

By 
MICHAEL P. MANTHEY P.E.
State Traffic Engineer

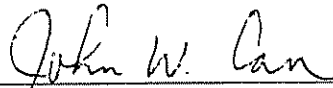
ATTEST

By 
BEV STADDON
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 30th day of August, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Yavapai County, for the purpose of defining responsibilities for the design, construction, operation and maintenance of a new warranted traffic signal at the intersection of SR-69 @ Bradshaw Mountain Rd. (MP 282.3), for the benefit and safety of the traveling public.

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

A handwritten signature in black ink, appearing to read "John W. Carr", is written over a horizontal line.

JOHN W. CARR, Staff Engineer
Development Intermodal Transportation Division

for VICTOR M. MENDEZ, Director

CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS

YAVAPAI COUNTY)
) ss.
ARIZONA)

Bev Staddon, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record: December 2, 2002.

The entry in the said minutes:

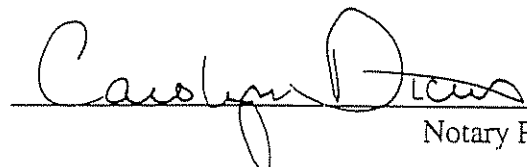
CONSENT AGENDA FOR PUBLIC WORKS: Unless otherwise noted, all items were approved by unanimous vote. Motion by Supervisor Davis, second by Supervisor Brownlow.

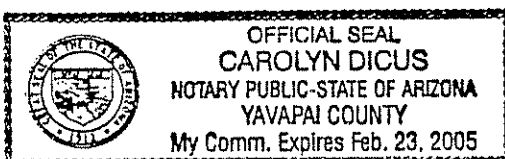
2. Consider approval of Intergovernmental Agreement JPA 02-005 with the State of Arizona for construction of a traffic signal at the intersection of State Route 69 and Bradshaw Mountain Road in the Dewey area, at a cost of \$81,000 to be paid for from the Fain Road Realignment Project. Half cent sales tax project.


Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me December 16, 2002.

My Commission Expires:



Notary Public



APPROVAL OF THE COUNTY OF YAVAPAI ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the COUNTY OF YAVAPAI and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 26th day of November, 2002.



Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION

1275 WEST WASHINGTON STREET, PHOENIX, AZ 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

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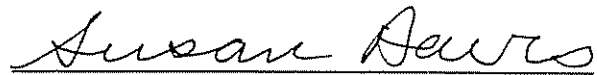
INTERGOVERNMENTAL AGREEMENT **DETERMINATION**

A.G. Contract No. KR02-1680TRN (JPA 02-005), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED January 13, 2003.

JANET NAPOLITANO
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/srs

Att.